

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
EASTERN DIVISION
No. 4:18-CV-141-BO

DT OF HAVELOCK, LLC d/b/a RIVERSIDE)	
FORD,)	
Plaintiff,)	
v.)	<u>ORDER</u>
THE REYNOLDS AND REYNOLDS)	
COMPANY, d/b/a NAKED LIME)	
MARKETING,)	
Defendant.)	

This matter is before the Court on plaintiff's motion for expedited discovery [DE 5].

Plaintiff did not consent to the motion but has not filed a memorandum in opposition, and the motion is ripe for disposition. For the following reasons, plaintiff's motion [DE 5] is GRANTED.

The contract dispute between the parties turns on whether the individual who signed the contract on plaintiff's behalf, Mr. Clyde Gray Swindell, was a general manager employed by plaintiff. Mr. Swindell signed the disputed contract five times, each time identifying himself as general manager. Defendant seeks to compel arbitration in accordance with the contract. In response, plaintiff argues that Mr. Swindell was not authorized to sign the contract and that plaintiff should not be bound by its provisions, including the mandatory arbitration provisions. The Court agrees with defendant that limited discovery on the issue of Mr. Swindell's employment relationship with plaintiff would aid the Court in deciding defendant's motion to compel.

Accordingly, defendant's motion for expedited discovery [DE 5] is GRANTED and the parties are authorized to conduct limited discovery into the nature of Mr. Swindell's employment relationship with plaintiff, to be completed within thirty days of this order.

SO ORDERED, this 8 day of November, 2018.

Terrence W. Boyle
TERRENCE W. BOYLE
CHIEF UNITED STATES DISTRICT JUDGE